

THIRD AMENDMENT
TO
CONSTRUCTION AGREEMENT

THIS THIRD AMENDMENT to the Construction Agreement dated May 10, 2018, is made and entered into on September 22, 2020 (the "THIRD Amendment") between Richmond Construction Inc. having an office located at 98 Jewett Avenue, Staten Island, NY 10302, ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, Contractor was successfully admitted to the Prequalified List ("PQL") for RFQ#201603_047 on October 27, 2017; and

WHEREAS, Contractor was a successful bidder pursuant to initial Invitations for Bid ("IFB") #065E and #067 released on March 28, 2018 and March 26, 2018 respectively; and

WHEREAS, HTFC and Contractor entered into a Construction Agreement (the "Agreement") on May 10, 2018, and made effective on April 12, 2018, pursuant to which Contractor provides certain services in support of HTFC's administration of the State of New York's Community Development Block Grant-Disaster Recovery ("CDBG-DR") program; and

WHEREAS, HTFC's Governor's Office of Storm Recovery ("GOSR") is specifically tasked with administering the State of New York's CDBG-DR program and therefore oversees and administers this Agreement; and

WHEREAS, HTFC and Contractor's Contract Price in the Construction Agreement totaled \$7,500,000.00; and

WHEREAS, HTFC entered into a First Amendment to the Agreement on May 22, 2019 which increased the total fee to \$8,250,000.00 and extended the Term of the Agreement to April 11, 2020; and

WHEREAS, HTFC entered into a Second Amendment to the Agreement on July 31, 2020 which extended the Term of the Agreement to April 11, 2021; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFQ and provided by Contractor under the Agreement; and

WHEREAS, HTFC seeks such additional services in the amount of \$12,600,000.00, thereby increasing the agreement Total Fee to \$20,850,000.00, in order to allow Contractor to perform additional services; and

WHEREAS, HTFC seeks to extend the Term of the Agreement for an additional fifteen months to July 17, 2022; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this Third Amendment to increase the Contract Price and to extend the Contract Term in order to allow Contractor to perform additional services;

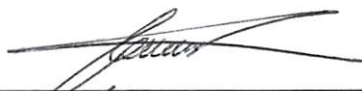
NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The Third and Fourth sentences of Article 3 Section 3.1 are hereby deleted and replaced with the following:
“Notwithstanding the latter, Contractor agrees that in no event will HTFC pay the Contractor more than \$20,850,000.00 (“Contract Price”) for the Services under all applicable work orders under this Construction Agreement unless the Contract Price is first modified in writing by a fully executed Amendment to this Construction Agreement. For the avoidance of doubt, the Contract Price for all work to be performed pursuant to this Construction Contract **shall not exceed \$20,850,000.00.**”
2. Section 4.3 of Article 4 is hereby deleted and replaced with the following:
“4.3 Period of performance. Contractor will perform the Work set forth in all applicable Work Orders under this Construction Agreement during the period: **April 12, 2018 thru July 17, 2022.**”
3. All other terms and conditions, including appendices, attachments, exhibits, riders, prior Amendments, and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this Third Amendment on the day and year first above written.

Richmond Construction, Inc.

By: 
Name: Michelle Dhillon
Title: Senior Manager
Date: 9/3/2020

Housing Trust Fund Corporation

By: Emily Thompson
Name: Emily Thompson
Title: Acting General Counsel,
Governor's Office of Storm Recovery
Date: 9/22/2020